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Attorneys for Defendants
Advent Product Development, Inc.,
Denice Thurlow, and Alphonso Eiland

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

MATTHEW WATERS, individually and
on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

ADVENT PRODUCT DEVELOPMENT,
INC., a South Carolina Corporation,
DENICE THURLOW, ALPHONSO
EILAND, and DOES 1 through 50,
inclusive,

Defendants.

Civil Action No.: 07-cv-2089 (BTM)(LSP)

Document electronically filed.

**[CORRECTED] DECLARATION
OF DENICE THURLOW IN
SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION TO REMAND**

1. I, Denice Thurlow, am an individually named Defendant in the above captioned matter and am also the President of Advent Product Development, Inc.

("Advent"). I hereby make this Declaration in support of Defendants' Opposition to Plaintiff's Motion to Remand this matter.

2. I am a citizen of the State of South Carolina and of the United States and an individual residing and domiciled at 541 Drake Lane, Surfside Beach, South Carolina 29575. My permanent home, where I intend to remain, is located in Surfside Beach, South Carolina.

3. Advent has three offices in California with various representatives located at each of these offices. Alphonso Eiland, a representative of Advent who works solely out of Advent's San Diego, California office, has no involvement in the creation of Advent's contractual agreements or the creation of the Legal Protection Reports.

4. Plaintiff Mathew Waters (hereinafter "Waters") contracted with Advent under the Product Profile Agreement thereby paying \$1,190.00 to Advent. Then Waters contracted with Advent under the Representation Agreement for \$9,240.00. At the time of entering into this Representation Agreement, Waters paid a deposit of \$4,000.00 to Advent and signed a promissory note and security agreement for the remaining balance of \$5,240.00. The promissory note and security agreement is with a third party financing company.

5. Waters, like all the potential plaintiffs in this matter, has paid Advent in full for both the Product Profile Agreement and Representation Agreement.

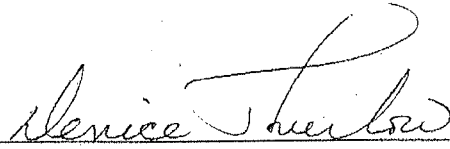
6. On October 3, 2007, Advent was served with a copy of the Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment, Notice to Litigants/ADR Information Package and Stipulation to Alternative Dispute

Resolution Process. Advent has never been served with a copy of a document titled Proof of Service.

7. Attached hereto as Exhibit A is a true and correct copy of Advent's web site listing Advent's office locations.

8. Attached hereto as Exhibit B is a true and correct copy of the Promissory Note and Security Agreement.

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.

BY: 
Denice Thurlow

Dated: December 17, 2007
Pawleys Island, South Carolina

Exhibit A



**STOP DREAMING AND
START DOING!**

[HOME](#) [SERVICES](#) [PRODUCT CATALOG](#) [TRADE SHOWS](#) [LOCATIONS](#)



**ADVENT
PRODUCT
DEVELOPMENT**

▶ Advent Product Development Locations

The first step is EASY! We'll arrange for you to meet with a representative in one of our regional offices closest to you for a free no-obligation consultation!



ARIZONA: PHOENIX	FLORIDA: TAMPA	NEW JERSEY: EDISON	SOUTH CAROLINA: PAWLEYS ISLAND
CALIFORNIA: COSTA MESA LOS ANGELES	ILLINOIS: CHICAGO	NEW YORK: MANHATTAN	TEXAS: HOUSTON

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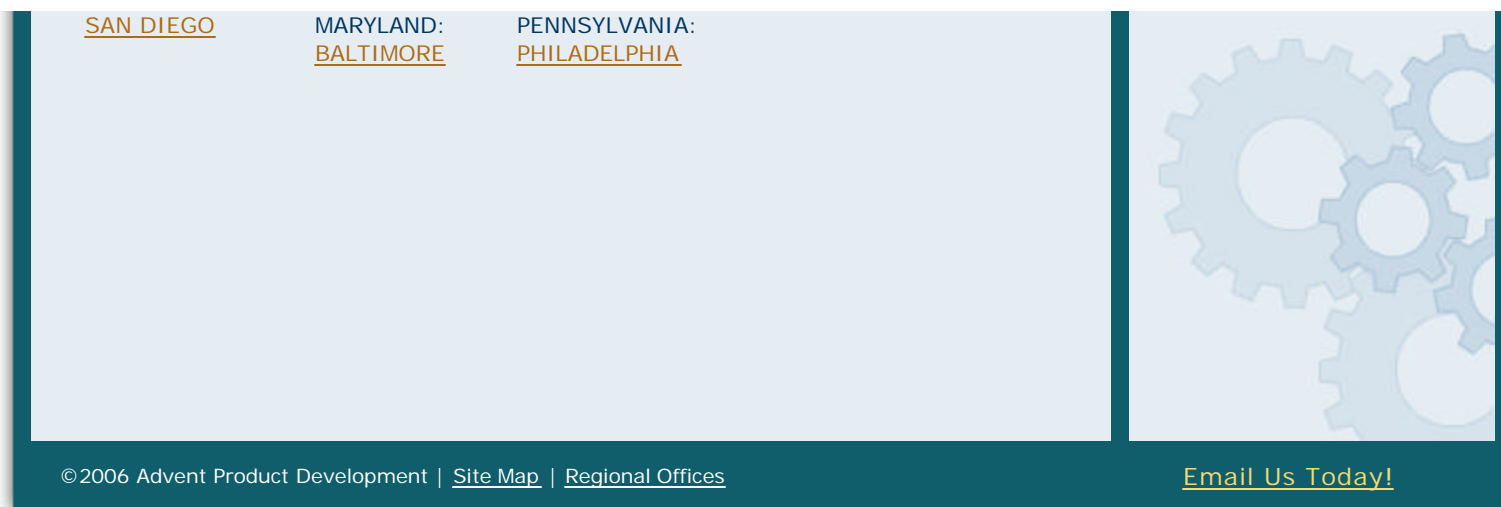


Exhibit B

PROMISSORY NOTE AND SECURITY AGREEMENT CONTRACT

		Purchase Date 8/31	Account Number 21198-25
NAME Matthew Waters		Description of Services APD'S	
ADDRESS 4777 Orten St.		Representation Services	
CITY San Diego, Ca 92110		And Patent Application	
STATE 619-276-4614		180 Days same as cash	
TELEPHONE - DAY 619-843-9223		TERMS OF NOTE	
TELEPHONE - EVENING		1. SERVICE AMOUNT	9,240.00
SOCIAL SECURITY NUMBER		2. TOTAL DOWN PAYMENT	4000.00
This contract is being serviced by: TRIAD RESOURCES, INC. PMB #12 742 MINK AVENUE MURRELLS INLET, SC 29576		3. UNPAID BALANCE (1 MINUS 2)	5,240.00
SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE GOODS OR PROPERTY BEING PURCHASED.		4. BALANCE DUE ON PRIOR NOTE	\$ 0
PREPAYMENT: IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND FOR PART OF THE FINANCE CHARGE.		5. NOTE ORIGINATION FEE	\$ 75.00
LATE CHARGE: IF PAYMENT IS LATE (10 DAYS) A 10% LATE CHARGE WILL BE ADDED.		6. AMOUNT FINANCED (3+4+5)	\$ 5,315.00
		7. FINANCE CHARGE	1,054.29
		8. TOTAL OF PAYMENTS	6,373.29
		AMOUNT PAID AFTER ALL PAYMENTS ARE MADE	

NO. OF PMTS	MONTHLY PAYMENT AMOUNT	DUE DATE
24	265.62	10/16/06

For value received, the undersigned promise to pay to the order of Triad Resources, Inc. PMB #12, at 742 Mink Avenue, Murrells Inlet, South Carolina 29576 or at such other places or to other party or parties as the holder of this note may from time to time designate, the principal sum above with interest thereon from the date hereof at the rate of eighteen (18%) per annum. Beginning the first due day above and each month thereafter, the undersigned shall make payments of principal and interest in the amount sufficient to repay all principal and interest over the period of months stated above. Monthly payments shall be applied first to late charges, if any, then to accrued interest and then to principal.

All installments of principal and all interest are payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment; and in the event (a) the undersigned fails to make a payment of any interest hereinafter provided for, or in the payment of any installments of principal and interest or any other sums payable pursuant to the terms of this Note within ten (10) days after the date on which such payment is due, (b) of the occurrence of a default by the Borrowers under any security agreement securing this Note, or (c) of the filing of a petition by the undersigned under the provisions of any state insolvency law or under the provisions of the Federal Bankruptcy Code or the filing of such a petition against the undersigned and such petition is not dismissed within sixty (60) days after its filing, or (d) of any assignment by the undersigned for the benefits of its creditors, then or at any time thereafter, at the option of the holder of this Note, the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without notice. From and after the maturity of this Note either according to its terms or as the result of a declaration of maturity, the entire principal remaining unpaid hereunder shall become due and owing and there shall be no automatic reduction to the highest lawful rate as to any maker hereof barred by law from availing itself in any action or proceeding of the defense of usury, or any maker barred or exempted from the operation of any law limiting the amount of interest that may be paid for the loan or use of money, or in the event this transaction, because of its amount or purpose or for any other reason is exempt from the operation of any statute limiting the amount of interest that may be paid for the loan for use of money. Failure to exercise such option or any other rights the holders may in the event of such default be entitled to, shall not constitute a waiver of the right to exercise such option or any other rights in the event of any subsequent default, whether of the same or different nature.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, the undersigned promise to pay, to the extent permitted by law, all costs and reasonable attorney's fees.

The holder may collect a "late charge" of ten percent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; provided that collection of said late charge shall not be deemed a waiver by the holder of any of his other rights under this Note.

The undersigned and any endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor on nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agrees, further, that at any time and from time to time without notice, the terms of payment herein may be modified, changed or exchanged by agreement between the holders hereof and the Borrowers without in any way affecting the liability of any party to this instrument of any person liable with respect to any indebtedness evidenced hereby.

None of the rights and remedies of the holder hereunder are to be waived or affected by failure of delay to exercise them. All remedies conferred on a holder by this Note or any other instrument or agreement shall be cumulative, and nonexclusive. Such remedies may be concurrently or consecutively at the holder's option. This Note may be prepaid in whole or in part at any time without penalty. Any partial prepayment shall be made upon prior written notice to the holder of this Note. This is a commercial loan made for business purpose and not for personal, family or household purposes.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

The undersigned hereby directs Triad Resources, Inc., its successors and/or assigns to remit the amount indicated in line 6 above, payable to the order of the organization or other service provider named in the attached contract or agreement.

WITNESS our hand(s) and seal(s) the date first written above.

[Signature]
Witness
8/23/06
Date

[Signature]
Borrower
Co-Borrower